

8/19/10 8:59:25

DK T BK 3,201 PG 472

DESOTO COUNTY, MS

W.E. DAVIS, CH CLERK

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Phone (800) 331-3282 Fax (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 16168 BANK OF AMERIC	
✓ CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	24929246 MSMS FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
BK 2,391 PG 89-95 01/11/06 CC MS DeSoto

1b. This FINANCING STATEMENT AMENDMENT is
to be filed [for record] (or recorded) in the
REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME WENSTAR PROPERTIES, L.P.				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME					
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTY
7d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION		7g. ORGANIZATIONAL ID #, if any
					<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME BANK OF AMERICA, N.A.				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
24929246 Debtor Name: WENSTAR PROPERTIES, L.P.

UCC FINANCING STATEMENT **AMENDMENT ADDENDUM**
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

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12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

OR	12a. ORGANIZATION'S NAME BANK OF AMERICA, N.A.		
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

— Description: SEE ATTACHED

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EXHIBIT "A"
Legal Descriptions**7985 Craft-Goodman Road, Olive Branch, DeSoto County, Mississippi 38654** #15

Legal description of a 1.01, more or less, acre tract of land being known as Lot #2 of The Crossing at Olive Branch (Plat Book 68, Page 37) (located in Part of Southeast Quarter of the Southeast Quarter of Section 29, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi, and is further described as follows:

Beginning at the Northeast corner of Lot #2 located on the South right of way line of Craft-Goodman Frontage Road; thence around a curve to the left having a radius of 498.00 feet, delta angle $25^{\circ}18'29''$, chord bearing South $56^{\circ}43'48''$ West, chord distance 219.19 feet, and a length of 219.97 feet to a $\frac{1}{2}$ " rebar set on said South right of way line; thence South $44^{\circ}04'33''$ West 103.74 feet to a $\frac{1}{2}$ " rebar set on said right of way line also being the Northeast corner of Lot #3 of The Crossing at Olive Branch; thence South $47^{\circ}47'51''$ East 150.44 feet along the East line of said lot to an iron pin found on the North right of way line of Goodman Road Bypass; thence North $64^{\circ}39'59''$ East 145.82 feet to an iron pin found on said right of way line; thence North $66^{\circ}27'09''$ East 11.94 feet to an iron pin found at the Southwest corner of the John Hyneman Development Co., Inc., a Mississippi corporation Tract; thence along the West line of said tract North $00^{\circ}05'06''$ East 228.14 feet to the Point of Beginning, containing 1.01, more or less, acres, (44,178, more or less, square feet) of land.

593 Commerce Street, Hernando, DeSoto County, Mississippi 38632 #83

Lot 1 of Phase 1 of Fidelity Commercial Subdivision in Section 18, Township 3 South, Range 7 West, City of Hernando, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 70, Page 48, in the office of the Chancery Clerk of DeSoto County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the Northeast corner of the Southeast Quarter of Section 18, Township 3 South, Range 7 West, Hernando, DeSoto County, Mississippi; thence South $87^{\circ}38'45''$ West, a distance of 2,033.03 feet to a $\frac{1}{2}$ " rebar found on the South right of way of Commerce Street being the northwest corner of lot #2 of said Fidelity Subdivision; also being the True Point of Beginning for the herein described tract; thence South $2^{\circ}44'43''$ East along the West line of lot #2, a distance of 248.25 feet to a $\frac{1}{4}$ " rebar set; thence South $87^{\circ}52'26''$ West, a distance of 137.25 feet to a $\frac{1}{4}$ " rebar found; thence North $12^{\circ}00'00''$ West along the East lines of Holy Spirit Church of Hernando a distance of 247.11 feet to a $\frac{3}{8}$ " rebar found on the South line of Commerce Street; thence around a curve to the right having a radius of 10760.79 feet, delta angle $00^{\circ}58'33''$, chord bearing North $88^{\circ}19'32''$ East, chord distance 177.00 feet, and a length of 177.00 feet to the Point of Beginning, containing 0.89 more or less acres (38,715, more or less square feet) of land.

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EXHIBIT "B"

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The financing statement covers the following types or items of property:

All of the Debtor's present and future estate, right, title, interest and privileges in, to and under:

- (a) the Buildings;
- (b) the Leases;
- (c) the Rents;
- (d) the Fixtures;
- (e) the Personality;
- (f) together with the following:

(i) all rights, privileges, tenements, licenses, hereditaments, rights-of-way, easements, utility use, air rights, appendages, division rights, and appurtenances in any way appertaining thereto, and all right, title, interest or estate of Debtor in and to any streets, ways, alleys, roadbeds, inlines, tunnels, culverts, strips or gores of land adjoining or serving the Land or any part thereof;

(ii) all betterments, additions, alterations, appurtenances, substitutions, replacements and revisions thereof and thereto and all reversions and remainders therein;

(iii) all of Debtor's right, title and interest in and to any awards, remuneration, settlements or compensation hereafter to be made by any insurer, governmental authority or other person or entity as a result of the destruction, loss, theft, taking by eminent domain or other involuntary conversion of whatever nature (whether occurring prior to or after the date of this financing statement) of any of the Land, Buildings, Fixtures, Leases, Rents or Personality, including those for any condemnation and vacation of, or change of grade in, any streets affecting the Land or the Buildings;

(iv) any and all other security and collateral of any nature whatsoever, now or hereafter given by Debtor to secure the payment and performance of the Obligations;

(v) all water and water rights (whether riparian, appropriative, or otherwise and whether or not appurtenant) in or hereafter relating to or used in connection with the Land, including, without limitation, any surface water management permits, any consumption use permits or general permits;

(vi) any right, title, interest or estate hereafter acquired by Debtor in any of the foregoing and in and to the Land, Buildings, Fixtures, Personality (except as otherwise provided herein), Leases and Rents and in the event the estate of the Debtor in and to any of the Land and Buildings is a leasehold estate, this financing statement shall include all other, further or additional title, estates, interest or rights which may exist now or at any time be acquired by Debtor in or to the property demise under the lease creating such leasehold estate and including Debtor's rights, if any, to purchase the property demise under such lease and, if fee simple title to any of such property shall ever become vested in Debtor, such fee simple interest;

(vii) all of Debtor's right, title and interest in to any and all funds deposited by or on behalf of Debtor with any city, county, public body or agency, irrigation, sewer or water district or company, gas or electric company, telephone company, and any other body or agency for its installation, or to secure the installation, of any utility pertaining to the Land, Buildings, Fixtures and all betterments, additions, alterations, appurtenances, substitutions, replacements and revisions thereof and thereto;

(viii) all of Debtor's right, title and interest in and to (a) all oil, gas and other minerals located in, on or under the Land; (b) all oil, gas or mineral leases, royalty agreements and other contracts which have been, or in the future are, entered into with respect to the Land or with respect to any oil, gas or other minerals located in, on or under the Land ("Mineral Leases"); and (c) all rents, profits, royalties and income at any time arising from the Mineral Leases or from the sale of oil, gas or other minerals located in, on or under the Land; and

(ix) all proceeds and products of the foregoing.

For the purposes of this financing statement, the following terms shall have the respective meanings set forth:

"Buildings" means any and all buildings, parking structures, utility sheds, workrooms, air conditioning towers, open parking areas, and other structures or improvements, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed or constructed upon the Land or any part thereof.

"Debtor" collectively means Wandelta Partners, L.P., a Mississippi limited partnership and Wandelar Properties, L.P., a Mississippi limited partnership.

"Equipment" means all of the Debtor's right, title and interest in and to all "equipment", as such term is defined in Section 9-109(2) of the UCC (as defined below), now or hereafter existing, now owned or hereafter acquired by the Debtor, which are now or hereafter located or to be located upon, within or about the Land and the Buildings, or which are used in or related to the operation of the Mortgaged Property, including, but not limited to, all machinery, equipment, furnishings, fixtures, electrical equipment, vehicles and computer and other electronic data-processing and other office equipment, any moveable walls and partitions, and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"Fixtures" means equipment now owned or the ownership of which is hereafter acquired by Debtor which is so related to the Land and Buildings forming part of the Mortgaged Property that it is deemed a fixture or real property under the laws of the State, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Mortgaged Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now owned or the ownership of which is hereafter acquired by Debtor and now or hereafter attached to, installed on or in, or used in connection with (temporarily or permanently), any of the Buildings or the Land, or which in some fashion are deemed to be fixtures to the Land or Buildings under the laws

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of the State, including, but not limited to, items described in the definition of Equipment, furnaces, boilers, heaters, engines, devices for the operation of pumps, pipes, plumbing, cleaning, cell and sprinkler systems, fire and theft protection apparatus and equipment, water tanks, air and water pollution control, waste disposal, heating, ventilating, plumbing, lighting, refrigerating, laundry, incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, disposers, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, carpet, moveable or immovable walls or partitions, built-in oxygen and vacuum systems and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power ailes, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof. Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to their Leases.

"Inventory" means all of the Debtor's right, title and interest, whether now owned or hereafter acquired, in and to all inventory in all of its forms, wherever located, now or hereafter existing, including, but not limited to (i) goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which the Debtor has an interest or right as consignee or consignor) and (ii) goods that are returned to or repossessed by the Debtor, and all accessions thereto and products thereof and documents therefor.

"Land" means the real estate owned in fee or leased by the Debtor and described in Exhibit A attached hereto, and all rights, titles and interests appurtenant thereto.

"Leases" means any and all leases, subleases, licenses, concessions or other agreements (written or verbal, now or hereafter in effect) through which Debtor directly or indirectly grants a possessory interest in and to, or the right to occupy and use, all or any portion of the Mortgaged Property that constitutes real property, together with any renewals or extensions thereof and all leases, subleases, licenses, concessions or other agreements in substitution thereof.

"Mortgaged Property" means the Land, Buildings, Fixtures, Personality, Encumbered Leases, Leases and Rents together with:

- (i) all rights, privileges, tenements, licenses, hereditaments, rights-of-way, easements, utility use, air rights, appendages, division rights, and appurtenances in any way appertaining thereto, and all right, title, interest or estate of Debtor in and to any streets, ways, alleys, roadbeds, inclines, tunnels, culverts, strips or gores of land adjoining or serving the Land or any part thereof;
- (ii) all betterments, additions, alterations, appurtenances, substitutions, replacements and revisions thereof and thereto and all reversions and remainders therein;
- (iii) all of Debtor's right, title and interest in and to any awards, remuneration, settlements or compensation hereafter to be made by any insurer, governmental authority or other person or entity as a result of the destruction, loss, theft, taking by eminent domain or other involuntary conversion of whatever nature (whether occurring prior to or after the date of this financing statement) of any of the Land, Buildings, Fixtures, Leases, Encumbered Leases, Rents or Personality, including those for any condemnation and vacation of, or change of grade in, any streets affecting the Land or the Buildings;
- (iv) any and all other security and collateral of any nature whatsoever, now or hereafter given by Debtor to secure the payment and performance of the Obligations;
- (v) all water and water rights (whether riparian, appropriative, or otherwise and whether or not appurtenant) in or hereafter relating to or used in connection with the Land, including, without limitation, any surface water management permits, any consumption use permits or general permits;
- (vi) any right, title, interest or estate hereafter acquired by Debtor in any of the foregoing and in and to the Land, Buildings, Fixtures, Personality, Leases, Encumbered Leases and Rents and in the event the estate of the Debtor in and to any of the Land and Buildings is a leasehold estate, this financing statement shall include all other, further or additional title, estates, interest or rights which may exist now or at any time be acquired by Debtor in or to the property devised under the lease creating such leasehold estate and including Debtor's rights, if any, to purchase the property devised under such lease and, if fee simple title to any of such property shall ever become vested in Debtor, such fee simple interest;
- (vii) all of Debtor's right, title and interest in and to any and all funds deposited by or on behalf of Debtor with any city, county, public body or agency, irrigation, sewer or water district or company, gas or electric company, telephone company, and any other body or agency for the installation, or to secure the installation, of any utility pertaining to the Land, Buildings, Fixtures and all betterments, additions, alterations, appurtenances, substitutions, replacements and revisions thereof and thereto;
- (viii) all of Debtor's right, title and interest in and to (a) all oil, gas and other minerals located in, on or under the Land; (b) all oil, gas or mineral leases, royalty agreements and other contracts which have been, or in the future are, entered into with respect to the Land or with respect to any oil, gas or other minerals located in, on or under the Land ("Mineral Leases"); and (c) all rents, profits, royalties and income at any time arising from the Mineral Leases or from the sale of oil, gas or other minerals located in, on or under the Land; and
- (ix) all proceeds and products of the foregoing. As used in this Financing Statement, the term "Mortgaged Property", including each component thereof, shall be expressly interpreted as meaning all or, where the context permits or requires, any portion of the above, and all or, where the context permits or requires, any interest of Debtor therein.

"Obligations" means the "Obligations" as defined in the Deed of Trust, Security Agreement, Fixture Filing, Assignment of Leases and Rents and Financing Statement (the "Deed of Trust") given by Debtor to Secured Party as agent for the Lenders defined therein dated as of 2001, as amended, modified or replaced from time to time.

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"Personalty" means all of the right, title and interest of Debtor in and to all tangible and intangible personal property including all furniture, furnishings, equipment, machinery, goods, tools, supplies, appliances, general intangibles, construction contracts, architects contracts, technical service agreements, contract rights, franchises, licenses, certificates, operating rights, approvals, consents, authorizations and permits, and all other personal property (other than inventory, accounts receivable, and fixtures) of any kind or character (as defined in and subject to the provisions of the UCC) which are now or hereafter located or to be located upon, within or about the Land and the Buildings, or which are used in or related to the construction of the Buildings or the use, occupancy or operation of the Mortgaged Property, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof; and all insurance proceeds and condemnation proceeds received by Debtor with respect to the Mortgaged Property. Furthermore, with respect to any of the above-described personal property represented by a contract, agreement or other instrument or consisting of a permit, certificate or similar item issued by a governmental authority, then, to the extent that the granting of the lien or security interest or exercise of Secured Party's rights under this financing statement would constitute a breach or violation of the terms of such instrument, or any Legal Requirement (as defined in the Credit Line Deed of Trust described above) applicable to such permit, certificate or similar item that would impose material liability on the Debtor or that would result in a revocation or forfeiture of such item of personal property, such personal property shall not constitute "Personalty" hereunder.

"Rents" means all of the rents, revenues, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable and to become due or payable to Debtor by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying any portion or portions of the Mortgaged Property.

"Secured Party" means Bank of America, N.A., as Agent for the Lenders party to the Credit Agreement.

"State" means the State of Mississippi.

"UCC" means the Uniform Commercial Code as adopted in the State.